

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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TRIVELLA & FORTE, LLP,

Civil Action No:

Plaintiff,

-against-

**14 CIV. 7029**

ROSDEV HOSPITALITY, SECAUCUS, L.P.

JUDGE ROMAN

Defendant.  
-----X

**COMPLAINT**

Plaintiff TRIVELLA & FORTE, LLP (hereinafter referred to as "Plaintiff") complaining of the Defendant, ROSDEV HOSPITALITY, SECAUCUS, L.P. (hereinafter referred to as "Defendant"), alleges as follows:

**INTRODUCTION**

This is an action by the law firm of TRIVELLA & FORTE, LLP to recover outstanding monies owed for legal services rendered to the Defendant.

**JURISDICTION AND VENUE**

1. This Court has jurisdiction in this action pursuant to 28 U.S.C. §1332, based upon diversity of citizenship of the parties and the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.

2. Venue lies in this Court pursuant to 28 U.S.C. §1391 (b) (2), as a substantial part of the acts giving rise to the claim occurred in Westchester County, New York.

**THE PARTIES**

3. That at all times herein mentioned Plaintiff was and still is a Limited Liability Partnership and law firm with offices located at 1311 Mamaroneck Avenue, White Plains, New York 10605. Plaintiff's attorneys are licensed and admitted to practice before the Courts in the State of New York.

4. Upon information and belief, at all times herein mentioned, Defendant ROSDEV HOSPITALITY, SECAUCUS, L.P. was, and still is, a New Jersey limited partnership doing business in the State of New Jersey with an address of 2 Harmon Plaza, Secaucus, New Jersey 07094.

**FACTUAL BASIS FOR ALL CLAIMS**

5. The Defendant retained the Plaintiff to perform certain legal services on its behalf.

6. Those legal services included numerous collective bargaining negotiations which were held in New York City. These negotiating sessions in New York City were attended by officers, members, and agents of the Defendant.

7. The Defendant agreed to pay the fair and reasonable value of such services provided by the Plaintiff.

8. The Plaintiff accepted the retainer.

9. The Plaintiff performed legal services for Defendant and the Defendant has failed to pay the balance due and owing of Eighty Five Thousand Seven Hundred and Twelve Dollars and Fifty-Six Cents (\$85,712.56).

**AS AND FOR A FIRST CAUSE OF ACTION**  
**(BREACH OF CONTRACT)**

10. Plaintiff repeats and re-alleges the allegations contained in paragraphs 1 through 9 of the Complaint as it is fully stated herein.

11. The Plaintiff and the Defendant entered into a contract wherein the Plaintiff, amongst other things, agreed to perform legal services on behalf of the Defendant.

12. That in consideration for the legal services performed by the Plaintiff, the Defendant agreed to pay the fair and reasonable price for those services.

13. The Plaintiff duly performed its portion of the terms and conditions of the contract.

14. The Defendant has neglected and refused to perform its portion of the terms and conditions of the contract by failing to pay the fair and reasonable price for the services provided by the Plaintiff.

15. That as a result of the foregoing, there has become justly due and owing to the Plaintiff from the Defendant the sum of Eighty Five Thousand Seven Hundred and Twelve Dollars and Fifty-Six Cents (\$85,712.56).

**AS AND FOR A SECOND CAUSE OF ACTION**  
**(ACCOUNT STATED)**

16. Plaintiff repeats and re-alleges the allegations contained in paragraphs 1 through 15 of the Complaint as it is fully stated herein.


17. The Plaintiff provided fair and reasonable services to the Defendant for which it has not received compensation.

18. The fair market value of those services is Eighty Five Thousand Seven Hundred and Twelve Dollars and Fifty-Six Cents (\$85,712.56).

19. The Plaintiff sent the Defendant proper and accurate invoices for the legal services provided on its behalf.

2. Providing such other legal and equitable relief as the Court deems proper, including injunctive relief where warranted.

Dated: White Plains, New York  
August 27, 2014

Yours, etc.,  
TRIVELLA & FORTE, LLP  
  
GINA NICOTERA (GN8441)  
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White Plains, New York 10605  
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To: ROSDEV HOSPITALITY, SECAUCUS, L.P.  
2 Harmon Plaza  
Secaucus, New Jersey 07094

